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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

DANA SASS,	__Civ. ___
Plaintiff,	
- against -	**COMPLAINT**
AMERICO GROUP INC., COLORZEN LLC, ELI HARARI, and MICHAEL HARARI,	**ECF CASE**
Defendants.	**JURY TRIAL DEMANDED**

Plaintiff DANA SASS (hereafter "Plaintiff" or "Sass" or "Ms. Sass"), by her attorney CARDI & EDGAR LLP, alleges as her Complaint against defendants AMERICO GROUP INC. ("AMERICO"), COLORZEN LLC, ("COLORZEN"), ELI HARARI and MICHAEL HARARI (collectively "the Defendants") as follows:

NATURE OF THE ACTION

1. This action is brought to recover unpaid overtime wages and other monies pursuant to the Fair Labors Act, 29 U.S.C. §201 et seq. ("FLSA"), and section 190 et seq. of the New York Labor Law ("NYLL").

2. Defendants systematically ignored the requirements of the FLSA and NYLL. Sass seeks injunctive and declaratory relief against Defendants' unlawful actions, compensation for unpaid overtime wages, liquidated damages, compensatory damages, pre- and post-judgment interest, and attorney's fees and costs pursuant to the FLSA and NYLL.

JURISDICTION AND VENUE

3. The jurisdiction of this Court is invoked pursuant to 29 U.S.C. §216(b), 28 U.S.C. §§ 1331, 1337; the supplemental jurisdiction of this Court over state claims is invoked under 28 U.S.C. § 1367(a).

4. Venue is proper within this District pursuant to 28 U.S.C. §1391since the unlawful conduct complained of herein occurred within the Southern District of New York.

PARTIES AND RELEVANT FACTS

5. Plaintiff currently resides in Boulder, Colorado.

6. Plaintiff was employed at Americo and/or ColorZen from in or around December 7, 2015 until June 24, 2016.

7. While at Americo and ColorZen, Plaintiff was an executive assistant to Eli Harari, Chief Executive Officer of Americo and his son Michael Harari, President of ColorZen.

8. A representative list of Plaintiff's duties as an executive assistant at the defendants included the following: (1) scheduling Eli and Michael Harari's business meetings and telephone calls as per their specific requests; (2) making travel plans for Eli and Michael Harari (both business and holiday travel) by purchasing airline tickets, making reservations at hotels and forwarding to them the relevant itineraries; (3) arranging business and personal dinners of both Eli and Michael Harari by booking restaurant reservations; (4) responding to requests for RSVPs for business and personal events for both Eli and Michael Harari; (5) drafting simple and brief emails for Eli and Michael Harari for their review to send to business

and personal acquaintances; (6) paying Eli and Michael Harari's company and personal credit card bills when they came due and then obtaining reimbursements from Americo and ColorZen when applicable; (7) tracking business and personal expenditures of both Eli and Michael Harari; (8) working on discrete graphic art projects such as holiday e-cards sent by Eli and Michael Harari; (9) assisting Michael Harari in choosing gifts for colleagues and family; (10) arranging Eli Harari's transportation needs by remaining in contact with his personal driver; and (11) overseeing the updating of the wedding list for Eli Harari's daughter.

9. In performing her various duties at Americo and ColorZen, Plaintiff exercised very little discretion and independent judgment. Therefore, she was not exempt from the right to overtime compensation under any established exemption to the relevant provisions in the FLSA and NYLL.

10. Plaintiff earned a salary of $85,000 annually. Defendants did not require her to record the hours that she worked nor on information and belief did they record the hours that she worked. They expected her to be available for assistance at any time on any day of the week.

11. Commencing in or around December 7, 2015 and continuing through the week of April 18, 2016, Plaintiff worked from 9 a.m. to 9 p.m. without breaking for lunch from Monday to Friday. On the weekends during this time period, Plaintiff worked on average between 10 to 15 hours.

12. From approximately April 25, 2016 to June 7, 2016, Plaintiff was frequently out of the office addressing a serious health issue. During this time, she performed the essential duties of her job remotely. During this time period, she worked from 9 a.m. to 6 p.m. Eastern Standard Time (at times she was residing in Boulder, Colorado) and on the weekends she worked between 10 to 15 hours on average. On June 7, 2016, Plaintiff was informed by a Human

Resources representative that she was officially on unpaid leave and instructed not to perform any work.

13. Americo is a New York Corporation that according to its website is privately held and is a premier manufacturer, merchandiser and marketer of men's and women's apparel – both branded and private label. Its principal office during the relevant dates was initially 31 West 34th Street, #6, New York, NY 10001 and then at 1411 Broadway, 2nd Floor, New York, NY 10018.

14. Americo has employees engaged in commerce or in the production of goods for commerce and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person.

15. Americo is an "enterprise engaged in interstate commerce" within the meaning of the FLSA.

16. Upon information and belief, Americo has annual gross volume of sales in excess of $500,000.

17. ColorZen is a New York limited liability company that markets itself as having an environmentally conscious technology for applying color to cotton for apparel. Its principal office during the relevant dates was initially 31 West 34th Street, #6, New York, NY 10001 and then at 1411 Broadway, 2nd Floor, New York, NY 10018.

18. ColorZen has employees engaged in commerce or in the production of goods for commerce and handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person.

19. ColorZen is an "enterprise engaged in interstate commerce" within the meaning of the FLSA.

20. Upon information and belief, Eli Harari is the Chief Executive Officer of Americo.

21. Upon information and belief, Michael Harari is President of ColorZen.

22. During the time that Plaintiff worked at Americo and ColorZen both Eli and Michael Harari hired and fired employees at their respective companies; they directed the manner in which employees performed their daily duties and assignments at their respective companies, including Plaintiff's duties and assignments; and they controlled employee pay practices and work schedules at their respective companies.

23. During the relevant period for the purposes of this complaint, both Eli and Michael Harari exercised sufficient control over the operations of Americo and ColorZen to be considered Plaintiff's employers under both the FLSA and NYLL.

COUNT ONE
(Fair Labor Standards Act – Unpaid Overtime)

24. Plaintiff repeats and realleges paragraphs 1 through 23 as if set forth herein.

25. Defendants were required to pay Plaintiff one and one-half (1.5) times the regular rate of pay for all hours worked in excess of forty hours in a workweek pursuant to the overtime wage provisions of 29 U.S.C. § 207, et seq.

26. Defendants failed to pay Plaintiff the overtime wages to which she was entitled under the FLSA.

27. Defendants willfully violated the FLSA by knowingly and intentionally failing to pay Plaintiff overtime wages.

28. Due to Defendants' violations of the FLSA, Plaintiff is entitled to recover her unpaid overtime wages, liquidated damages, reasonable attorney's fees and costs of the action, and post-judgment interest.

COUNT TWO
(New York Labor Law – Unpaid Overtime)

29. Plaintiff repeats and realleges paragraphs 1 through 28 as if set forth herein.

30. Under the NYLL and related New York State Department of Labor Regulations, Defendants were required to pay Plaintiff one and one half (1.5) times the regular rate of pay for all hours that she worked in excess of forty.

31. Defendants failed to pay Plaintiff the overtime wages to which she was entitled under the NYLL.

32. Defendants willfully violated the NYLL by knowingly and intentionally failing to pay Plaintiff overtime wages.

33. Due to Defendants' willful violations of the NYLL, Plaintiff is entitled to recover her unpaid overtime wages, reasonable attorney's fees and costs of the action, liquidated damages, and pre- and post-judgment interest.

COUNT THREE
(New York Labor Law – Wage Theft Prevention Act)

34. Plaintiff repeats and realleges paragraphs 1 through 33 as if set forth herein.

35. The NYLL and Wage Theft Prevention Act ("WTPA") require employers to provide all employees with a written notice of wage rates at the time of hire and whenever there is a change to an employee's rate of pay.

36. The NYLL and WTPA also require employers to provide employees with an accurate wage statement each time they are paid.

37. Throughout Plaintiff's employment with Defendants in violation of New York Labor Law section 195(3), Defendants failed to provide Plaintiff with a wage statement that

accurately listed the following: (1) Plaintiff's overtime rate; (2) the number of regular hours worked; (3) the number of overtime hours worked; (4) gross wages; and (5) deductions.

38. In violation of NYLL § 195(1), Defendants failed to furnish Plaintiff at the time of hiring a wage notice that contained the Plaintiff's overtime rate of pay, amongst other required information.

39. Due to Defendants' failure to provide required information to Plaintiff at the time of her hire, she is entitled to recover from the Defendants liquidated damages of $50 per day that the violation occurred, up to a maximum of $5,000, reasonable attorney's fees, costs and disbursements of the action, pursuant to NYLL § 198(1-b).

40. Due to Defendants' failure to provide accurate wage statements to Plaintiff during the course of her employment, Plaintiff is entitled to recover from Defendants liquidated damages of $250 per work day that the violation occurred, up to a maximum of $5000, reasonable attorney's fees, and costs and disbursements of the action, pursuant to NYLL § 198(1-d).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment:

a. declaring that the Defendants have violated the overtime wage provisions of the FLSA and NYLL;

b. declaring that Defendants violated the notice provisions of the NYLL and WTPA;

c. declaring that Defendants' violations of the FLSA and NYLL were willful;

d. enjoining future violations of the FLSA and NYLL by Defendants;

e. awarding Plaintiff damages for overtime wages;

f. awarding Plaintiff liquidated damages in an amount equal to the total amount of the wages found to be due pursuant to both the FLSA and NYLL;

g. awarding Plaintiff liquidated damages as a result of Defendants' failure to furnish correct wage statements and notice of wage rate at the time of hiring;

h. such other and further relief as seems just and proper to the Court.

Dated: New York, New York
November 15, 2016

CARDI & EDGAR LLP

/s/

By: ______________________________

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